WESTERN BANK
A DIVISION OF WASHINGTON MUTUAL

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June 27, 2000

City of Elgin
P.O. Box 128
Elgin, Oregon 97827

To Whom It May Concern

This letter is to assure you that Jim Cant Excavating has sufficient funds and/or financing available to perform the North 13 Improvement Project 2000 for which a $35,045 bid was submitted.

Any questions concerning this letter may be directed to me at 541-963-7137.

Sincerely

G. F. Holman
Business Banking Officer

BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT
North 13th Avenue Improvement Project - 2000.

Tim Cant Ex hereinafter referred to as Bidder, is submitting a bid to the City of Elgin, Oregon pursuant to the City's advertisement for bids for the project N.13th Ave Improvement Project- 2000.

Bidder certifies that if it is awarded the contract, Bidder has the financial ability to obtain good and sufficient bonds issued by a surety company to the City in sums equal to the amount of the bid providing for the faithful performance of the contract and payment of labor and materials.

Bidder understands and agrees if Bidder fails to provide the performance and payment bonds, the City will reject such a bid and the bid bond or security submitted with the subject bid may be forfeited.

The surety company requested to issue the performance and payment bonds will be Western Bonk. Bidder hereby authorizes said surety company to disclose any information to the City concerning Bidder's ability to supply performance and payment bonds in the amount of the bid.

Bid amount $ 24,500.00

Signed, Tim Cant, [printed name Tim Cant]

for Tim Cant Ex, as Bidder; Date: 6/26/, 2000

BID FORM - CITY OF ELGIN
NORTH 13TH AVENUE IMPROVEMENT PROJECT - 2000.

Bid proposal of Jim Cant Ex, (hereafter called Bidder), organized and existing under the laws of the State of Oregon, doing business as [a corporation] [a partnership] [an individual] to the City of Elgin, Oregon, hereafter called City.

In compliance with the City's advertisement for bids, Bidder hereby proposes to perform all work for the construction of N.13th Ave Improvement Project-2000 in strict accordance with the Contract Documents and within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation communication or agreement as to any matter relating to this Bid with any other bidder or with any competitor.

Bidder, if awarded the contract, hereby agrees to commence work under this contract on or before deadline date to be specified in the Notice to Proceed and to fully complete the project within the project schedule as specified in the Bidder's Information. Bidder agrees to pay, as liquidated damages upon failure to complete the project per the performance schedule, the sum of $50 for each consecutive calendar day thereafter in which the project is not completed, as stated in Bidder's Information.

BID SCHEDULE
NORTH 13 - AVENUE IMPROVEMENT PROJECT

ITEM	BID ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL PRICE
1	Mobilization (less than 5% of bid)	Lump sum		All	1225.—
2	Excavation	Cu Yd	11.00	300 cu yd	3600.—
3	Base Rock (pit run, 4" minus), in place	Cu Yd	11.00	500 cu yd	6000.—
4	Leveling rock (1-1/2" minus), in place	Cu Yd	15.00	250 cu yd	3750.—
5	Finish rock, (3/4" minus), in place	Cu Yd	15.00	125 cu yd	1875.—
6	Finish grading, (roadway/parking/drainage)	Lump sum		All required	2000.—
7	Catch basin, in place	Each		One (1)	1580.—
8	Culvert, in place; 7 sections	Linear ft	10.65	260 ft	2770.—
9	Manhole, in place	Each		one (1)	1700.—
				TOTAL	24,500.—

By Jim Cant, for Bidder: Jim Cant Ex

Address: 22665 Coal Rd
Elgin Oregon 97827

Dated 6/26/, 2000

If more yardage or removal - pipe is need will be at unit prices above.

Addenda to bidding information (list if any received):

Bidder hereby acknowledges receipt of the above listed addenda to the bid documents;
Jim Cant, Date 6/26/, 2000.

BIDDER'S CERTIFICATION STATEMENTS as required by certain Oregon Revised Statutes (ORS)

Jim Cart Excavation, as Bidder hereby certifies to the following:

1. Certification of Registration:

a.) Bidder is registered with the Oregon Construction Contractors Registration Board in accordance with ORS 701.035 through 701.055.

b.) Bidder certifies that its Registration Number, 57635, allows Bidder to perform work on Public Works Projects and that this registration is current and valid.

c.) Bidder certifies that, if awarded the contract, all subcontractors performing work will be registered with the Construction Contractors Registration Board in accordance with ORS 701.035 through 701-055 before the subcontractors commence work under the contract.

2. Certification of compliance with wage laws on contacts that exceed $25,000:

a.) Bidder will comply with the applicable provisions of the Oregon Prevailing Wage Law, ORS 279.348 through ORS 279.356 which provides for the payment of not less than the prevailing wage rates, including fringe benefits, the posting of wage rates on the job site, the furnishing of payroll certifications, and other requirements for contracts exceeding $25,000.

b.) Bidder will comply with ORS 279.316 and ORS 279.334 in the hours of employment and the payment of overtime.

3. Certification of compliance with Federal/State tax laws/registration:

a.) Bidder, under penalty of perjury, hereby certifies that Bidder, to the best of the his knowledge, is not in violation of any tax laws of the State of Oregon.

b.) Bidder's Federal Tax ID number or Social Security number is, 93-7108601.

4. Certification of insurance coverages:

a.) Bidder certifies that Bidder and all employees, subcontractors and all subcontractor employees shall be covered by Injured Workers Compensation Insurance as required by law.

b.) Bidder certifies that within ten (10) days from the date of contract award and/or prior to beginning any work under the contract, Bidder will have in place and in full force, and will file evidence thereof with the City Recorder, a good and sufficient policy of liability and property damage insurance, insuring the Bidder against loss from personal injury in the amount of $250,000.00 for each person and $500,000.00 for each accident and from property damage in the amount of $250,000.00, such policy to be executed by an insurance company authorized and qualified to do business in the State of Oregon, by reason of the negligence of Bidder, its agents or independent contractors, or employees, in the performance of any and all work under the contract.

5. Residency certification:

Bidder [is] [is not] a resident bidder; defined as a contractor based within the Elgin School District, or a contractor with at least 50% of whose work force, on this job, lives within the Elgin School District.

Signed by, Jim Cart, [printed name Jim Cart]

for Jim Cart, Bidder; Date: 6/28, 2000

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BID BOND - CITY OF ELGIN
NORTH 13TH AVENUE IMPROVEMENT PROJECT - 2000.

KNOW ALL MEN BY THESE PRESENTS, that we, the undesigned for

Jim Cat, as Bidder, and

Western Bank, as Surety, are hereby held and bound unto the City of Elgin as Owner, the penal sum of five percent (5%) of the amount of the attached bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 26 day of June, 2000

The condition of the above obligation is such that whereas the Bidder has submitted to the City of Elgin as certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing, for the North 13th Avenue Improvement Project - 2000.

NOW THEREFORE,

(a) If said Bid shall be rejected, or

(b) if said Bid shall be accepted and the Bidder shall execute and deliver a contract, properly completed and in accordance with the Bid and bid requirements as advertized and provided by the City of Elgin, and shall furnish a Performance Bond for the Bidder's faithful performance of said contract, and a Payment Bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Bidder and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Jim Cat
Bidder

seal Signed by _____

Western Bank
Jim Cat
Surety

seal Signed by _____

Surety Companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State of Oregon.